The Bar Training Facility

150 Village Square,

Painted Post

US

Oct 20 2025

Ref #198394285

Membership Agreement

I, Singletary, Caglar, residing at PO BOX27, ELMIRA, New York, agree to pay $15.00 for Day Pass.

Membership Name: Day Pass

Membership Price: $15.00

Sign up Fee: $0.00

Prorata Amount: $0.00

Start Date: Oct 20 2025

First Payment Date:

1. FACILITY ACCESS.

I will be granted immediate access to the gym by use of the Member App. For a setup price of $20, I may request a key fob for access.

I AGREE TO THE FOLLOWING:

a. I will not permit anyone else to use my account to check into the gym.
b. I will not allow others to tail-gate behind me after scanning my card. If I am found in violation of the Tailgate Policy, The Club, at its' sole discretion, may choose to issue a fee of up to $20 per person per violation.
c. If my access token is lost or stolen, I will report the loss immediately to The Bar Training Facility. I understand there may be a replacement fee for lost access tokens at the price of up to $20 per token, enforceable at the sole discretion of the Club.
d. I understand that failure to comply with 9a, 9b, and 9c may result in a suspension of membership without refund.
e. I understand that I am financially responsible for any and all damages or thefts that are directly or indirectly resulted from my failure to comply with parts 9a, 9b, 9c or 9d of this section.

2. MEMBERSHIP PRIVILEGES:

I will be admitted to member activities such as open lounge, fitness training rooms, changing room, and other designated facilities at no additional charge, as same may be available from time-to-time. Membership does not cover lessons, classes, individual or group training sessions, special programs, or rentals, some or all of which may be made available from time-to-time for additional charges. Not all programs, benefits, facilities, equipment, etc. will be available at all times. Memberships are not assignable or transferable and any attempted transfer or assignment shall be null and void.

3. RULES AND REGULATIONS.

I acknowledge that The Bar Training Facility and the Club operates under rules and regulations established for the safety, comfort and protection of members or other patrons and I will abide by and be bound by all posted rules and regulations, as well as by rules and regulations subsequently approved and posted or published by The Bar Training Facility. Rules and regulations of The Bar Training Facility, in effect from time-to-time, are incorporated into this Contract by reference and made a part hereof. Facilities, equipment, amenities, hours, services, regulations, and policies are subject to change, without prior notice, at the sole discretion of The Bar Training Facility, and I accept such reasonable changes as a condition of membership. I will obey all posted rules and signs in the gym as club rules under this part.

4. GENERAL PROVISIONS.

a. I acknowledge I have inspected the Club and same is in full operation. No promises, representations or warranties have been made to me by The Bar Training Facility or otherwise about the Club.
b. I acknowledge and agree that the Initiation Fee represents a reasonable charge for initiating my membership considering the time and effort required of The Bar Training Facility.
c. I acknowledge that it has been explained to me that this is a legally binding and enforceable contract and that I have agreed to maintain my membership for the period of time specified.
d. This Contract sets forth the entire agreement between me and The Bar Training Facility regarding my membership and any and all prior discussions, agreements, understandings or correspondence are hereby made null and void.
e. This Contract may be amended, modified or rescinded, or any rights hereunder waived, at the sole discretion of The Bar Training Facility.
f. If any term or provision of this Contract is found to be invalid, illegal or unenforceable, in whole or in part, the rest and remainder of this Contract shall remain in full force and effect to the fullest extent permitted by law.

The Bar Training Facility

Oct 20 2025

Signature for Caglar Singletary

Oct 20 2025 9:55 am

Prepaid Membership Agreement

Prepaid Membership Agreement

The Bar Training Facility

1. APPLICATION.

I apply for membership to The Bar Training Facility health and fitness club located in 150 Village Square, Painted Post NY 14870 (the "Club"). I represent and warrant that I am 18 years of age or older and all facts and information set forth above and/or in the Membership Application dated this date (the "Application") are true, correct and complete. The Application is incorporated by reference and made a part of this Contact.

2. PAYMENT.

I must pay the Total Due Today upon signing this Contract. I agree to pay my monthly amount ($15.00). I understand and acknowledge there are no refunds issued for unused membership, for any reason.

3. TERM.

Prepaid memberships (1 Month, 3 Month, 6 Month and 12 Month) will be effective from the Start Date Designated above at 12:00AM until the end of the End Date designated above at 11:59PM. The term of this contract may be extended as follows:

a. The Bar Training Facility temporarily closes for thirty (30) days or less, the term shall be extended for the number of days equal to the number of days the facility was closed.
b. I may extend the term of this Contract, at no additional cost to me, for the number of days equal to the days comprising the duration of my disability, if my disability precludes me from using one-third (1/3) or more of the Club's facilities for a period of less than six (6) months and that disability is verified by a physician. To extend the term pursuant to this Paragraph 4b. I must give timely notice, in writing, to The Bar Training Facility of my request to so extend.

4. MEMBERSHIP HOLDS.

Prepaid memberships cannot be held or extended, except by disability as outlined in paragraph 3b.

5. CANCELLATION.

I understand that Prepaid memberships are non-cancellable and non-refundable.

6. RATE ADJUSTMENT

From time to time, The Bar Training Facility may elect to modify membership rates for any of its' membership options at its' sole discretion. Such rate adjustments shall take effect at the next renewal of membership.

8. DEFAULT/REMEDIES/ARBITRATION.

Any payment which is received more than ten (10) days after the due date shall be subject to a late charge of $20.00, for the added administrative costs associated with same.

Any payment that remains unpaid for thirty (30) days shall entitle The Bar Training Facility to terminate the membership, to suspend some or all membership privileges, and/or to take other actions permitted by law or in equity. Closing of account, insufficient funds or any other action which prevents the automatic charge for my monthly dues, if applicable, will be a material breach of this Contract. Member agrees to pay reasonable attorney fees, legal expenses, and other lawful collection costs and expenses of collection incurred after a material breach of this Contract.

In the event of any dispute regarding membership payments, charges, or balances owed, the Member agrees that the matter shall be resolved through binding arbitration in accordance with applicable laws. Should arbitration or other collection efforts be necessary, the Member shall be responsible for all costs incurred by The Bar Training Facility in the recovery of amounts due, including but not limited to arbitration fees, court costs, attorney's fees, and collection agency expenses.

☑ **I have read and understand the Prepaid Membership Agreement.**

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Waiver and Release of Liability

WAIVER AND RELEASE OF LIABILITY

The Bar Training Facility

This Waiver and Release of Liability ("Agreement") is entered into by the undersigned participant ("Participant") in favor of The Bar Training Facility, its owners, officers, employees, trainers, independent contractors, volunteers, representatives, successors, and assigns (collectively, "The Bar"), as well as 150 Village Square LLC (Landlord), and any and all contractors, affiliates, partners, and related entities (collectively, "Released Parties").

1. Acknowledgment of Risk

I acknowledge and understand that participation in activities at The Bar Training Facility, including but not limited to weightlifting, cardiovascular training, use of strength equipment, functional fitness, classes, personal training, and all other activities, involves inherent risks of serious injury, disability, or death. Risks include but are not limited to:

- Slips, trips, falls, or collisions.
- Improper use, misuse, or failure of equipment.
- Negligence by The Bar, its staff, other members, or third parties.
- Exposure to illness or infectious disease.

I voluntarily assume all risks, whether foreseeable or unforeseeable, associated with participation at The Bar.

2. Waiver and Release

In consideration for being permitted to use The Bar Training Facility, I hereby release, waive, discharge, and covenant not to sue The Bar or any Released Parties for any and all claims, demands, actions, or causes of action arising out of or related to any loss, damage, or injury (including death) I may sustain, whether caused by negligence, active or passive, of The Bar or Released Parties, or otherwise, while participating in any activities or while on the premises.

3. Indemnification and Hold Harmless

I agree to indemnify, defend, and hold harmless The Bar and all Released Parties from any and all claims, damages, costs, and expenses (including attorney's fees) arising out of my participation, presence, or conduct in or about The Bar Training Facility.

4. Use of Facilities

I agree to:

- Follow all rules, instructions, and safety guidelines provided by The Bar.
- Use equipment only in the manner intended.
- Accept full responsibility for my actions, regardless of whether under the supervision of staff or not.
- I understand The Bar Training Facility is not responsible for the loss, theft, or damage of personal property.

5. Medical Authorization

I represent that I am physically fit to participate in activities at The Bar. I authorize The Bar to obtain emergency medical care for me in the event of illness or injury, and I agree to be responsible for any related costs.

6. Severability

If any portion of this Agreement is held invalid, the remaining provisions shall remain in full force and effect.

7. Binding Effect

This Agreement shall be binding upon me, my heirs, executors, administrators, and assigns. I acknowledge that I have read, understood, and voluntarily signed this waiver, and I am at least 18 years of age.

☑ **I acknowledge that I have read and understood the Waiver and Release of Liability.**

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